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 12 City and County of San Francisco

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION

16 CITY AND COUNTY OF SAN FRANCISCO,)
 17 A California Municipal Corporation,)
 18 Plaintiff,)
 19 vs.)
 20 FACTORY MUTUAL INSURANCE)
 COMPANY, a Rhode Island Corporation;)
 21 BOMBARDIER TRANSPORTATION)
 (HOLDINGS) USA, INC., a Delaware)
 Corporation,)
 22 Defendants.)
 23)
 24)

Case No. C 04-5307 PJH
**NOTICE OF SETTLEMENT AND
 STIPULATION FOR STAY**

THE PARTIES HEREIN PROVIDE NOTICE TO THE COURT AND STIPULATE AS FOLLOWS:

1. Following a confidential mediation on April 8, 2008, with mediator John Bates of Judicial Arbitration and Mediation Services in San Francisco, California, all of the Parties to this litigation, consisting of the City and County of San Francisco (the "City"), Factory Mutual Insurance Company ("FMIC"), and Bombardier Transportation (Holdings) USA, Inc ("Bombardier") agreed to a settlement of all disputes and actions between them at issue in the above-titled litigation, contingent upon the approval of the settlement by the Airport Commission of the City and County of San Francisco and by the City and County of San Francisco Board of Supervisors, as required by the City Charter and Administrative Code.

2. The Parties anticipate that the City's approval process will require at least until early September 2008 to complete.

3. Consequently, the Parties stipulate to a complete stay of all proceedings in this action, including discovery, and the vacating of all pre-trial and trial dates set for this matter by the Court's most recent Scheduling Order.

4. Upon approval of the settlement by the City as described above, and completion of all those things required by the Settlement Agreement(s) between the parties, all parties will file dismissals with prejudice of their respective Complaints, Counter-claims, and/or Cross-claims.

5. If the matter is not entirely dismissed on or before September 30, 2008, or in the event that the City rejects or otherwise has not approved the settlement by that date, the parties will file a Joint Case Management Status Statement apprising the Court of the status of approval of the settlement, and/or requesting a Case Management Conference, if appropriate.

DATED: April 17, 2008

WULFSBERG REESE COLVIG & FIRSTMAN
PROFESSIONAL CORPORATION

/s/
KRIS A. COX
Attorneys For Plaintiff
CITY AND COUNTY OF SAN FRANCISCO

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1 DATED: April 17, 2008

SONNENSCHN NATH & ROSENTHAL LLP

2
3 /S/

4 GAYLE M. ATHANACIO
5 Attorneys For Defendant
6 BOMBARDIER TRANSPORTATION (HOLDINGS)
7 USA, INC

8 DATED: April 17, 2008

FACTORY MUTUAL INSURANCE COMPANY

9 /S/

10 JOYCE C. WANG
11 Attorneys For Defendant
12 FACTORY MUTUAL INSURANCE COMPANY

13 IT IS SO ORDERED.

14
15 Dated: April 18, 2008

